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to determine these lines in any body of water, however irregular in shape, with some approximation to accuracy. Since the plan of apportionment suggested by the Minnesota court is wholly inapplicable to any body of water with deep indentations of shore-line, it cannot be accepted as the true solution of the problem.

The natural plan, and one which it is believed will suit all cases of this class, is, with some modification, that adopted in the case of streams. Boundary lines should run to the "thread" of the body of water, not to the centre. The "thread" of a lake consists of lines drawn from the central point of the various arms in such a way that points in those lines are equidistant from the nearest points in the shore-line on either side. These lines can be drawn with mathematical accuracy, but a rough method of determining them is to draw successive parallel shore-lines until the whole area is covered. The lines making up the "thread" will then be clearly apparent. The boundary of the various landowners' lines may then be drawn perpendicular to the shore-line, extending to the nearest point in the "thread."

It must be acknowledged that the plan suggested is inconsistent with the rule often laid down that each riparian proprietor should retain a proportionate part of the shore-line as the waters recede,<sup>2</sup> but that rule does not seem to have a fair basis in principle. It is surely no more than just that an owner of land bordering on a remote arm of a body of water should lose his riparian rights when the receding waters have left that arm dry land.

**FORFEITURE IN CONTRACTS FOR THE SALE OF STANDING TREES.**—The common form of contract for the sale of standing trees is absolute in terms, and contains a clause which limits the time in which the vendee may remove the trees; and if there be no such clause, the courts usually interpret the contract to contemplate the limitation of a reasonable time.<sup>1</sup> An interesting question arises as to the effect of this limitation when the time limited has expired. The weight of authority inclines strongly toward the view that in that event the vendee's rights in the timber are absolutely determined.<sup>2</sup> This is the attitude of the North Carolina courts, as is evidenced by a recent decision in that state. *Bunch v. Elizabeth City Lumber Co.*, 46 S. E. Rep. 24.

Such a result is easily reached if the Massachusetts view is taken that the contract conveys no title until the trees are severed from the realty.<sup>3</sup> If that is a sound interpretation, it is clear that, as to the standing trees at any rate, the vendee at the expiration of the period given him has neither present title nor opportunity to get it in the future.

But this interpretation, though convenient for the purpose of avoiding the fourth section of the Statute of Frauds, seems untrue, for it can hardly be doubted that the parties themselves look upon the transaction as one involving an immediate change in the ownership of the standing trees. The

<sup>2</sup> *Deerfield v. Arms*, 17 Pick. (Mass.) 41.

<sup>1</sup> *McRea v. Stillwell*, 111 Ga. 65.

<sup>2</sup> *Macomber v. Detroit*, etc., R. R. Co., 108 Mich. 491; *Saltonstall v. Little*, 90 Pa. St. 422.

<sup>3</sup> *Drake v. Wells*, 11 Allen (Mass.) 141; *Fletcher v. Livingston*, 153 Mass. 388.

courts of other states admit there is such a change in ownership, but interpret the contract to be in effect one for the sale of a "term" in the trees, so that at the end of the time the title to whatever trees are left reverts to the owner of the land.<sup>4</sup> But if the parties had this idea in mind, they would surely have expressed it in much clearer terms. Both constructions considered are open to further objection on the ground that they favor a forfeiture. If, therefore, there remains any other reasonable interpretation of the contract, it should be preferred to either of these two.

Such an interpretation, it is submitted, is that offered by those courts which hold that the limitation in question applies only to the license of the vendee to enter upon the vendor's land, and to use it as a storing place for his trees before removal.<sup>5</sup> The objection to this view has always been that it leaves the parties at the end of the time limited in an anomalous situation.<sup>6</sup> The purchaser owns the trees, but has no legal right to go upon the seller's land to get them. But such a situation is not impossible of solution. One way out of the difficulty is for the vendee to enter and remove his trees. By doing so he becomes liable in trespass *quare clausum fregit*, and must pay for all damage caused to the vendor's land, not however for the value of the trees.<sup>7</sup> If the vendor should resist any entry upon his land, it is believed a court of equity would step in to prevent the vendee's losing the enjoyment of his property, with a decree that the vendee be allowed a further reasonable time in which to remove. In the equitable proceeding leading to such a decree the vendor would of course recover damages for all loss suffered by him, and any part of the purchase money which was due and unpaid.

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POLITICAL STATUS OF PORTO RICANS. — The early treaties by which land was ceded to the United States contained express stipulations that inhabitants not electing to retain their former allegiance were constituted American citizens. The treaty of Paris contained no such provision, and on this fact is based the *dictum* of one of the Insular Cases that until their status is changed by legislation the Porto Ricans continue to be foreigners.<sup>1</sup> In the first case in which the question has been squarely raised, the United States Supreme Court, while refusing to decide whether or no the Porto Ricans are citizens, decided that they are not aliens. *Gonzales v. Williams*, 24 Sup. Ct. Rep. 177.

Since the political status of Porto Ricans has been altered neither by treaty provision nor by subsequent legislation, it is evident that the question whether they have ceased to be aliens is answered by determining whether these changes in status were involved in the transfer of sovereignty from Spain to the United States.

Alliance distinguishes the status of the subject from that of the alien.<sup>2</sup> Certain incidents of the subject's situation do not belong to the latter: (1) The subject owes allegiance to his government even after he has acquired

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<sup>4</sup> *Morgan v. Perkins*, 94 Ga. 353; *Macomber v. Detroit, etc., R. R. Co.*, *supra*.

<sup>5</sup> *Halstead v. Jessup*, 150 Ind. 85; *Hoit v. Stratton Mills*, 54 N. H. 109; *Irons v. Webb*, 41 N. J. Law 203. *Cf.* *Davis v. Emery*, 61 Me. 140.

<sup>6</sup> *Mitchell, J.*, in *King v. Merriman*, 38 Minn. 47, 52.

<sup>7</sup> *Irons v. Webb*, *supra*.

<sup>1</sup> *Goetze v. United States*, 103 Fed. Rep. 72, 77.

<sup>2</sup> See *Calvin's Case*, 7 Rep. 1.